

Jolley Urga Wirth Woodbury & Standish
3800 HOWARD HUGHES PARKWAY, SUITE 1600, LAS VEGAS, NV 89169
TELEPHONE: (702) 699-7500 FAX: (702) 699-7555

STIP

Charles T. Cook, Esq.
Nevada Bar No. 1516
JOLLEY URGA WIRTH WOODBURY
& STANDISH
3800 Howard Hughes Parkway
Sixteenth Floor, Wells Fargo Tower
Las Vegas, Nevada 89169
Telephone: (702) 699-7500
Facsimile: (702) 699-7555
Email: ctc@juww.com

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

AFG, LLC, a Colorado limited liability
company,

Plaintiff,

vs.

Yossi Attia, an individual,

Defendants.

Case No.: 2:10-cv-01296-GMN-GWF

STIPULATION FOR JUDGMENT

The parties to this action, by the signatures of their counsel of record to this
Stipulation, do stipulate and agree as follows:

RECITALS

1. Each counsel who signs this stipulation has all authority required to bind the
parties, and the parties' successors, assigns, and heirs, to the terms of this stipulation and any
judgment resulting from it.

2. The plaintiff in this matter has filed this lawsuit asserting claims for a deficiency
judgment against the Defendant.

Jolley Urga Wirth Woodbury & Standish
3800 HOWARD HUGHES PARKWAY, SUITE 1600, LAS VEGAS, NV 89169
TELEPHONE: (702) 699-7500 FAX: (702) 699-7555

1 3. The parties' desire to resolve this litigation, and in doing so do not concede the
2 truth or falsity of any allegation of fact made in the pleadings in this matter, nor do they
3 concede the correctness or applicability of any legal theory of recovery or defense asserted in
4 this action.

5 4. The parties do concede that this court has jurisdiction over the subject matter of
6 this action and that, by agreeing to a judgment in this matter, they voluntarily consent to this
7 court exercising jurisdiction over their persons.

8 5. The parties agree that the terms of the proposed judgment, as set out below,
9 constitute a full and fair settlement of all claims raised in this matter and that could be raised in
10 this matter and should be entered as the judgment in this action by the court. This judgment is
11 intended to and will extinguish all claims that exist or that may exist between AFG, LLC and
12 Yossi Attia, as of the date that this stipulation is signed.

13
14
15 **TERMS OF PROPOSED JUDGMENT**

16 1. Plaintiff shall have judgment against Defendant in the sum of \$150,000.00 on
17 the claims raised in the Complaint on file in this action.

18 2. Each party to bear his/her or its own costs and attorneys' fees in this matter, and
19 no court award shall be made for costs or attorneys' fees.

20 3. All actual or potential claims or counterclaims whether raised in the Complaint,
21 or Answer, or in any other pleadings in this matter or not, and regardless of whether known or
22 unknown, are merged in the judgment agreed to by the parties and extinguished by that
23 judgment.

24 4. The defendant will pay a total of \$125,000.00 ("Settlement Amount") to counsel
25 of record for the Plaintiff in this matter, in cash or cash equivalent, as follows:
26
27
28

Jolley Urga Wirth Woodbury & Standish
3800 HOWARD HUGHES PARKWAY, SUITE 1600, LAS VEGAS, NV 89169
TELEPHONE: (702) 699-7500 FAX: (702) 699-7555

1 a. One payment via wire transfer to the trust account of the counsel of record
2 for the Plaintiff in the amount of \$25,000.00 on or before December 31,
3 2011;

4 b. Payments in the amount of \$10,000.00 on or before the last day of each
5 month for ten consecutive months, beginning January 31, 2012 and ending
6 October 31, 2012;
7

8 5. If payment of said \$125,000.00 is made, as set forth below, no further sums
9 need be paid by Defendant and Plaintiff will issue a satisfaction of judgment in this case.

10 6. The Settlement Amount shall be paid in United States Dollars in the form of
11 business checks and/or certified funds made payable to AFG, LLC, and shall be mailed to
12 Jolley Urga Wirth Woodbury & Standish, 3800 Howard Hughes Parkway, 16th Floor, Wells
13 Fargo Tower, Las Vegas, Nevada 89169. NO release contained herein shall be effective until
14 the funds represented by said payments are received by Plaintiff from the issuing bank(s).
15 Upon receipt of each payment from Defendant, Plaintiff will send a written receipt to
16 Defendant at the following address: Yossi Attia, 1061 ½ Spaulding, West Hollywood,
17 California 90046.
18

19 7. Any payments made in advance shall be applied to future payments before the
20 Defendant is in default. There will be no penalty for making an early payment. If Defendant
21 fails to make any payments as outlined above, Plaintiff will give Defendant written notice of
22 the default by mail to Yossi Attia, 1061 ½ Spaulding, West Hollywood, California 90046 and
23 by facsimile to (323) 822-1784. Defendant shall have seven (7) calendar days from the date of
24 the written notice of default to cure the default. If payment is not made within seven (7) days
25 after written notice of default to cure, the Plaintiff may execute on this judgment in the full
26
27
28

1 amount of \$150,000.00, less any amounts previously collected, by any means or remedy
2 available at law for collection of or execution on judgments.

3 This stipulation was executed on the 30 day of December, 2011.

4 JOLLEY URG A WIRTH WOODBURY
5 & STANDISH

6
7 By: 

Charles T. Cook, Esq.
3800 Howard Hughes Pkwy., #1600
Las Vegas, Nevada 89109
Attorneys for Plaintiff

10 MATTHEW L. JOHNSON & ASSOCIATES,
11 P.C.

12
13 By: 

Katie A. Bindrup, Esq.
8831 W. Sahara Avenue
Las Vegas, NV 89117
Attorneys for Yossi Attia

16 **ORDER ON STIPULATION**

17
18 The court has reviewed and accepted this stipulation as a proper disposition of
19 this matter. Therefore,

20 IT IS ORDERED that the Clerk of this Court enter judgment in this matter,
21 according to the provisions of Rule 58 of the Federal Rules of Civil Procedure, and in
22 accordance with the terms of this Stipulation. Judgment shall be so entered forthwith.

23
24 DATED this 3rd day of January, 2012.

25
26
27 
28 Gloria M. Navarro
United States District Judge

Jolley Urga Wirth Woodbury & Standish
3800 HOWARD HUGHES PARKWAY, SUITE 1600, LAS VEGAS, NV 89169
TELEPHONE: (702) 699-7500 FAX: (702) 699-7555